

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES SAN FRANCISCO OFFICE

BOULDER CITY HOSPITAL, INC.
Respondent

and

Case 28-CA-22283

GENERAL SALES DRIVERS, DELIVERY DRIVERS
AND HELPERS AND REPRESENTING THE
PUBLIC SECTOR, TEAMSTERS UNION, LOCAL 14,
affiliated with the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
Charging Party

Stephen E. Wamser, Esq., for the General Counsel.

James T. Winkler, Esq., (Littler Mendelson, P.C.),
of Las Vegas, Nevada, for the Respondent.

DECISION

Statement of the Case

William G. Kocol, Administrative Law Judge. This case was tried in Las Vegas, Nevada, on May 12, 2009. The original charge was filed on December 17, 2008¹ by the General Sales Drivers, Delivery Drivers and Helpers and Representing the Public Sector, Teamsters Union, Local 14, affiliated with the International Brotherhood of Teamsters (the "Union") and the complaint was issued February 27, 2009. The complaint as amended at the hearing alleges that Boulder City Hospital, Inc. (the "Hospital") violated Section 8(a)(1) by interrogating employees about their activities and support for the Union, creating an impression among employees that their union activities were under surveillance, threatening employees by informing them that work opportunities were not available because of their union activities, threatening employees that it would close its facility if the employees selected the Union, and by maintaining and enforcing a rule that encourages employee to report harassment. The complaint also alleges that the Hospital violated Section 8(a)(3) and (1) by promulgating and enforcing the anti-harassment rule, refusing to provide Greg Ostrowski with work opportunities and by removing Ostrowski from the December work schedule. The Hospital filed a timely answer that denied that it had violated the Act

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Hospital,² I make the following.

¹ All dates are in 2008 unless otherwise indicated.

² The General Counsel's brief was especially useful in assisting me to resolve issues of credibility.

Findings of Fact

I. Jurisdiction

5 The Hospital, a corporation, provides inpatient and outpatient medical care at its facility
 in Boulder City, Nevada, where it annually derives gross revenues in excess of \$250,000 and
 purchased and received goods valued in excess of \$50,000 directly from points located outside
 the State of Nevada. The Hospital admits and I find that it is an employer engaged in commerce
 within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor
 10 organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

A. *Facts*

15 Thomas E. Maher is the Hospital's chief executive officer and Carol Davenport works as
 its human resources director. Andre Pastian is the Hospital's acute care manager; her duties
 include the staffing and scheduling of nurses working in the emergency room. Gregory Frances
 20 Ostrowski, the alleged discriminatee in this case, worked as a registered nurse in the
 emergency room for the Hospital; he began working for the Hospital in July 2003. In late 2008
 the regular schedule provided for a registered nurse to work in the emergency room 7 a.m. to
 7 p.m. and from 7 p.m. to 7 a.m. and a certified nurses assistant to work from 10 a.m. to
 10:30 p.m. During that time period Pastian allowed the nurses to schedule themselves so long
 as the time periods described above were covered. The Hospital does not employ part-time
 25 nurses, but it does employ per diem nurses. The Hospital defines per diem employees as
 employees who work as needed and who do not have guaranteed shifts or hours. Although per
 diem employees generally receive a higher wage rate than full-time employees, they do not
 receive any benefits that full-time employees receive. A list of per diem employees used by the
 Hospital is posted for employees to use when filling out the schedule.

30 The Union began an effort to organize certain employees at the Hospital and Ostrowski
 played a leading role in that effort. Kevin Dale Slover works for the Hospital as a registered
 nurse in the emergency room; he has worked for the Hospital since 2004. Ostrowski and Slover
 signed authorization cards for the union in May. Thereafter while at work Slover and Ostrowski
 35 solicited employees to sign the Union's authorization cards.

The Hospital has a Personnel Policies & Procedures handbook. Section 105.1 of the
 handbook is entitled "Illegal Harassment" and states:

40 Illegal harassment is considered a form of discrimination and is defined as any
 conduct directed toward another because of that person's sex, race, age,
 national origin, color, disability, sexual orientation, religion, ancestry, or veteran
 status, or any other unlawful basis that is inappropriate or offensive as
 determined by using a "reasonable person" standard. The "reasonable person"
 45 standard considers whether a reasonable person would find the behavior or
 conduct in question offensive.

The handbook then gives the following examples of illegal harassment:

50 1. Verbal conduct such as epithets, derogatory comments, slurs, or unwanted
 sexual advances, invitations, or sexually degrading or suggestive words or
 comments

2. Visual conduct such as derogatory posters, notices, photographs, cartoons, drawings, or gestures, leering, making sexual gestures, and displaying sexually suggestive objects or pictures. . . .
3. Physical conduct such as unwanted touching, impeding or blocking normal movement, or interfering with work or movement.
4. Threats, either overt or veiled . . . in return for sexual favors.
5. Retaliation for . . . reporting, or threatening to report harassment. . . .

The handbook also describes the process for handling reports of illegal harassment. The General Counsel does not contend that this rule is unlawful. He does contend, however, that the Hospital violated the Act when, as described below, it reminded employees of this rule.

On about October 1, Isabel Orvis, environmental services manager, told Leslie Ann Anderson, Davenport's assistant, that her employees Edwin Reynoso and Judith Herridia were being harassed by another employee, Silvia Zavalas, who was trying to get them to sign up for the Union. Orvis told Anderson that the employees had been asked more than once to sign up for the Union. Anderson then reported this to Davenport. Davenport in turn advised Maher of this matter and they decided to remind employees of the Hospital's harassment policy. So on October 1 the Hospital posted the following memorandum to employees near the time clocks:

Please be reminded that harassment or threatening behavior in any degree by or between employees will not be tolerated at Boulder City Hospital. We would like to remind you of our Hospital Wide policy 105.1 *Illegal Harassment* and 105.2 *Dealing with Allegations of Discrimination and/or Illegal Harassment*. If you feel like you are being harassed or threatened in any way, you have the right to talk with Human Resources regarding your treatment.

On about October 1 as Slover was walking to the break room to get a glass of tea, Davenport noticed him and said that she needed to talk to him. They went into Davenport's office where Davenport asked Slover if he was aware of any union activity. Slover told her no, he was not aware of any union activity. Davenport then said that an employee had informed her that Slover had approached the employee on the job to sign a union card; Davenport asked if this was true. Slover answered no, that he had no knowledge of that. Davenport said that Slover was a supervisor and would not be protected under any union activity and he could be subject to termination if he continued and the Hospital was to find out. At the time of this conversation Slover had not let the Hospital know of his support for the Union. These facts are based on Slover's testimony. His demeanor impressed me as someone who was accurately relating what was said. I also note that Slover was still employed by the Hospital and had been employed there for several years. In its brief the Hospital challenges Slover's credibility; it argues:

It should also be noted that Slover has taken a different role in the union campaign than other employees. In addition to being one of the main union organizers, he specifically gave permission to a reporter to have his name publicized in a newspaper article about the union campaign at Respondent. . . . Slover has his ego involved in this case. He wants very much to discredit Respondent as much as possible.

Of course, the Act protects an employee's right to publicly support a union. Rather than undermining Slover's credibility, the Hospital's argument in this regard shows that Slover's exercise of his Section 7 rights has rubbed the Hospital the wrong way. I conclude that Slover's testimony is credible.

On October 12 Ostrowski informed Debra Balido, chief nursing officer for the Hospital, that:

5 Effective this date I am requesting my status be changed to part-time. I truly
enjoy my position at Boulder City Hospital and my relationships with my co-
workers. This decision in no way reflects of my job satisfaction, but is entirely
based on family living arrangements, career advancement, and salary. I would
10 like to be scheduled one shift per week. My last full-time scheduled date
available will be October 31.

On October 16 the Hospital reclassified Ostrowski as a per diem employee effective October 31.

15 Balido informed Maher of Ostrowski's letter of resignation. During the course of that
conversation Maher told Balido that he did not want Ostrowski to work as a per diem because
Ostrowski was one of the people who spearheaded the Union. As Balido and Pastian each
admitted, Balido then told Pastian that Maher did not want the Hospital to use Ostrowski as a
per diem because of Ostrowski's union activity. Pastian admitted that she told Martha Howard,
20 the employee who was responsible for monitoring the scheduling of nurses in the emergency
room, that Maher did not want Ostrowski used as a per diem because of his union activities.

Regina Dawn Archuleta has worked as a licensed practical nurse since July 2006; most
recently she has worked in the emergency room. An occasion arose in early November when
the Hospital was looking to find a nurse to fill a vacancy in the schedule. Archuleta suggested
25 to Pastian that she call Ostrowski to fill the vacancy, but Pastian replied that she could not do so
because Maher did not want Ostrowski in the building because Maher thought Ostrowski
spearheaded the Union. These facts are based on Archuleta's testimony; I conclude she was
credible witness for reasons similar to my assessment of Slover's testimony. Moreover, the
Hospital's witnesses have admitted that Maher in fact told his subordinates that he did not want
30 Ostrowski working as a per diem because Ostrowski supported the Union.

Meanwhile, the Hospital hired Elaine Troyer to fill Ostrowski's full-time position; Troyer
went through an orientation period in November. On November 10 Pastian posted new rules for
scheduling in the emergency room that contained the following:

35 Also, as I hire new staff to replace those that have left, the new full time
employee will be working the shifts left open by the employee leaving, having
priority over a per diem staff member, please remember that per diem means "as
needed."

40 Ostrowski had normally worked on Mondays and Tuesdays; thus Pastian intended that Troyer
would normally work Mondays and Tuesdays.

On about November 11 Pastian was looking at the schedules when Slover asked what
45 Pastian was doing. Pastian answered that Maher had informed her that Ostrowski was
probably the employee behind the Union and that they needed to get Ostrowski off of the
schedule. Pastian also told Slover that if the Union came in the Hospital might have to close.
These facts are again based on Slover's testimony. Pastian denied that she ever told an
employee that the Hospital might close if the union came in. However, Pastian did testify that
50 the Hospital took the position that it might have to close if it did not receive the additional
funding it believed it needed; the funding was the subject of a referendum that was rejected by

the voters at the November 4 election. I conclude it would have been an easy leap for Pastian to assert that union activity might also cause the Hospital to close.

Ostrowski worked as a per diem for the Hospital on November 24. When Davenport told Balido that Ostrowski had worked; Balido reminded Pastian that Maher preferred that the Hospital not use Ostrowski as a per diem. Meanwhile, in early November the Hospital began the process for the registered nurses to schedule themselves to work during December by posting a blank schedule. Ostrowski's name had been added to the list of per diems, described above, that is posted near the schedule. At some point as the process was running its course Martha Howard, a registered nurse, wrote Ostrowski's name on the schedule to work all five Mondays that December. However, Pastian revised that schedule by eliminating Ostrowski from the schedule and replacing him with Troyer, the registered nurse the Hospital had hired to replace Ostrowski. Pastian also removed Minnie Small, who was scheduled to work Tuesdays, from the December schedule and replaced her too with Troyer; Small was known by Pastian as being antiunion.

Maher testified that even if he had not made the comments about not wanting Ostrowski to work as a per diem because of Ostrowski's union activities he still will not have wanted the Hospital to use Ostrowski based on other reasons. Suffice it to say that I find that testimony not credible. Pastian testified that Ostrowski's union activity did not have "any bearing" on the schedule changes, but in light of the evidence described above I find this entirely incredible; I credit her testimony only when it is supported by other objective, uncontested facts. However, Pastian also testified that she removed Ostrowski and Small from the December schedule because she had hired Troyer to replace Ostrowski, Troyer completed her orientation in November and Pastian placed Troyer in the holes in the schedule left by Ostrowski's departure. For reasons explained in more detail below, I find this testimony to be convincing.

On February 9, 2009, after the Hospital received the charge alleging that it had made a threat to close the facility if the employees selected a union, Maher sent the following letter to employees:

In my recent letter to you concerning the union campaign I noted that an NLRB charge against the Hospital had been filed by the union. I promised to keep you apprised of the NLRB's investigation of the charge. At this point the union has presented evidence and the NLRB has requested our response. We have scheduled a meeting with the NLRB and will be presenting our evidence very soon. I also told you that we would do every thing we could to ensure that our message to you in this campaign is presented in a lawful manner. There are a multitude of technical rules as to what a company can or cannot do in a campaign, and we are striving to comply with not only the letter of these technical rules, but the spirit of the law as well.

There is one allegation that I would like to address right now. There is an allegation that one supervisor told one employee that management said that the Hospital would close if the employees voted for the union. This is absolutely not true. I want to ensure [sic] you that if the employees vote for the union that the Hospital will not close because employees chose to have union representation. If the union should win the election, we would have an obligation to bargain with the union in good faith, which we would do.

I will be meeting with you in this campaign to describe the bargaining process, so that you can make an educated decision on whether you want to have union

representation. In the meantime, please be assured that we respect the rights of employees under the National Labor Relations Act, to engage in union activity, and to refrain from engaging in union activity, and we will never take any action against any employee for exercising their rights under the law.

Thereafter at meetings the Hospital held with employees to discuss the Union, Maher repeated that the threats that the Hospital would close were not true.

Also after the Union filed the charge alleging that the Hospital unlawfully failed to employ Ostrowski, upon advice of counsel, Maher instructed his subordinates that they could use Ostrowski as a per diem. In March 2009 the Hospital began using Ostrowski as a per diem in its emergency room.

B. Analysis

1. Section 8(a)(1) allegations

The complaint alleges that the Hospital, through Davenport, unlawfully interrogated an employee and created the impression of surveillance. I have described above how Davenport summoned Slover into her office and asked Slover if he was aware of any union activity. Slover told her no, he was not aware of any union activity. Davenport then said that an employee had informed her that Slover had approached the employee on the job to sign a union card; Davenport asked if this was true. Slover answered no, that he had no knowledge of that. At the time of this conversation Slover had not let the Hospital know of his support for the Union. I apply *Rossmore House*, 269 NLRB 1176 (1984), enfd. sub nom. *HERE Local 11 v. NLRB*, 760 F.2d 1006 (1985) and examine all relevant factors to determine whether the questions Davenport asked Slover concerning union activity were coercive. I note that questioning occurred in Davenport's office as opposed to on the work floor. Davenport was a high-ranking managerial official of the Hospital and not Slover's first line supervisor. Importantly, at that time Slover had not openly proclaimed his support for the Union to the Hospital, and he felt the need to deny the fact that he had engaged in his lawful activity in support of the Union. Finally, Davenport was somewhat persistent in her interrogation. All these factors lead me to conclude the Hospital violated Section 8(a)(1) by coercively questioning an employee about his union activities. The General Counsel points Davenport's remark to Slover that an employee had told her that Slover had attempted to get that employee to sign a card for the Union; the General Counsel argues that this gave Slover the impression that his union activities were under surveillance by the Hospital. I disagree. Davenport's remark made clear that her knowledge of Slover's union activities came not from the Hospital's surveillance but instead from a report by another employee. *Bridgestone Firestone South Carolina*, 350 NLRB 526, 527 (2007), cited by the General Counsel, supports my dismissal of this allegation of the complaint.

Next, the complaint alleges that the posting described above concerning illegal harassment was unlawful because it was done to discourage employees from assisting the Union and to encourage employees to report the union activities of other employees. In support of this allegation the General Counsel cites *Lutheran Heritage Village-Livonia*, 343 NLRB 646, 647 (2004), and *W. F. Hall Printing Co.*, 250 NLRB 803, 804 (1980). The problem with rules that urge or require employees to report "harassment" is that it may open the door for employees to report activity that they subjectively feel is unwelcome or unwanted but objectively constitutes activity protected by the Act. Put differently, the Board recognizes that the give-and-take among employees in a union organizing campaign may discomfort some employees but is nonetheless protected in order to assure robust persuasive efforts. The difficulty with the General Counsel's argument in this case is that he agrees that the harassment rule as detailed

in full in the Hospital's handbook is lawful. The posted memo referred employees to that lawful rule. Read in context, the posted memo simply reminded employees of the Hospital's lawful rule. The General Counsel argues that the timing of the posting and Davenport's interrogation of Slover supports an inference that the posting was directed at Slover's union activity. I decline to make this inference; instead I conclude that the report made by Orvis to Anderson lead to the posting. The General Counsel argues that by failing to investigate the allegations of harassment the Hospital:

[E]ffectively categorized any union activities, including asking an employee to sign a union authorization, as harassment since Respondent left it up to solicited employees or those employees' supervisor to determine what was "subjectively offensive" to them.

But by referring to the handbook rule the posting made no such invitation to employees, regardless of the Hospital's possible subjective hopes. I dismiss this allegation of the complaint.

I have described above how on about November 11, Pastian told Slover that the Hospital might have to close if the union came in. This statement clearly is unlawful. *Homer D. Bronson Co.*, 349 NLRB 512, 514 (2007). Under *Passavant Memorial Area Hospital*, 237 NLRB 138 (1978) an employer may obviate the need for a remedy for unlawful conduct under certain circumstances. Here Maher informed employees by letter that the Hospital would not close if the employees selected the Union. But as the General Counsel points out, Maher's repudiation of the threat was not timely inasmuch as it came about three months after the threat was made. Moreover, the repudiation came in the context of other continuing unfair labor practices. I agree with the General Counsel's observation in his brief that:

Moreover, the letter did not address the admitted denial of work opportunities to Ostrowski because of his Union activities. In this regard, Maher's assurance in the letter that "we will never take any action against employees for exercising their rights [under the Act]" when Maher's own directive caused this denial is sophistry at its worst.

By telling employees that it might close if employees selected the Union as their collective-bargaining representative the Hospital violated Section 8(a)(1).

Finally, the complaint alleges that the Hospital unlawfully threatened employees by telling them that that work opportunities were not available to them because of their union activities and support. I have described how on several occasions the Hospital told employees that Maher did not want Ostrowski to work as a per diem because of his support for the Union. *Shelby Memorial Home*, 305 NLRB 910, 919 (1991), cited by the General Counsel, is directly on point. I conclude that the Hospital violated Section 8(a)(1) by stating that employees who supported the Union could not work for the Hospital.

2. Section 8(a)(3) allegations

The complaint alleges that the Hospital removed Ostrowski from working all five Mondays in the December schedule because he supported the Union. I apply *Wright Line*, 251 NLRB 1083 (1980), enf'd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989(1982) approved in *NLRB v. Transportation Management*, 462 U.S. 393 (1983). Ostrowski supported the Union; the Hospital knew this and demonstrated its animus to this lawful activity. The statements made by Maher and other directly admit that the Hospital did not want Ostrowski to work as a per diem because of his support for the Union. I conclude that the General Counsel

satisfied his burden of proof under *Wright Line*. I turn now to decide whether the Hospital has met its burden of proof by showing that it would have removed Ostrowski from the December schedule even if he had not supported the Union. In this regard the evidence shows that after Ostrowski resigned from his full-time position and after the Hospital hired Troyer as his replacement the Hospital simply inserted Troyer in Ostrowski's former full-time slot in the schedule. It appears that if Ostrowski and Small had not been removed from the December schedule Troyer, who had just completed orientation, either would not work in December or would do so at the expense of the Hospital's remaining full-time nurses in the emergency room. The General Counsel does not answer the argument concerning why the Hospital would hire Troyer to replace Ostrowski, put Troyer through orientation during November but then let a per diem employee such as Ostrowski work instead of Troyer. I conclude that the Hospital has shown that Troyer would have worked in Ostrowski's former slot in the December schedule even if Ostrowski had not supported the Union. I therefore dismiss this allegation of the complaint.

I now turn to the allegation in the complaint that the Hospital failed to employ Ostrowski as a per diem from early November to March 2009. The same evidence described above satisfies the General Counsel's initial burden under *Wright Line*. The Hospital argues that the General Counsel has not shown that there was work available for Ostrowski as a per diem after he resigned as a full-time employee. But as the General Counsel points out, Ostrowski worked as a per diem in November, before Maher's directive took full effect, and then worked again beginning in March, after Maher rescinded his directive. Moreover, there is undisputed documentary evidence that during the November to March period of time the Hospital in fact used other per diems on a number of occasions. The Hospital also points out that Balido called Ostrowski in the first week of January but Ostrowski did not respond to that call. But this evidence does not show that Ostrowski would not have been available for work as a per diem on other occasions. I conclude that the Hospital violated Section 8(a)(3) and (1) by failing to use Ostrowski as a per diem employee from early November 2008 to March 2009 because Ostrowski supported the Union. The number of occasions that the Hospital would have used Ostrowski during that period of time is, of course, left for resolution during the compliance phase of this case. The number shall take into account not only the availability at the Hospital of per diem slots but Ostrowski's changing availability to fill those slots.

Conclusions of Law

1. Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act by

(a) Coercively questioning an employee about his union activities.

(b) Telling employees that the Hospital might close if employees selected the Union as their collective-bargaining representative.

(c) Stating that employees who supported the Union could not work for the Hospital.

2. Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and (1) and Section 2(6) and (7) of the Act by failing to use Ostrowski as a per diem employee from early November 2008 to March 2009 because Ostrowski supported the Union.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Having found that the Respondent unlawfully failed to use Ostrowski as a per diem employee from early November 2008 to March 2009 I shall require that it make Ostrowski whole for any loss of earnings, plus interest as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended.³

ORDER

The Respondent, Boulder City Hospital, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Coercively interrogating any employee about union support or union activities.

(b) Telling employees that the Hospital might close if employees selected the Union as their collective-bargaining representative.

(c) Stating that employees who supported the Union could not work for the Hospital.

(d) Denying employment opportunities to employees because they supported the General Sales Drivers, Delivery Drivers and Helpers and Representing the Public Sector, Teamsters Union, Local 14, affiliated with the International Brotherhood of Teamsters or any other labor organization

(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Make Gregory Ostrowski whole for any loss of earnings suffered as a result of the discrimination against him in the manner set forth in the Remedy section of the Decision.

(b) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

³ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(c) Within 14 days after service by the Region, post at its facility in Boulder City, Nevada, copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 1, 2008.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C., June 24, 2009.

William G. Kocol
Administrative Law Judge

⁴ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT coercively question you about your union support or activities.

WE WILL NOT tell employees that the Hospital might close if employees selected the General Sales Drivers, Delivery Drivers and Helpers and Representing the Public Sector, Teamsters Union, Local 14, affiliated with the International Brotherhood of Teamsters as their collective-bargaining representative.

WE WILL NOT say that employees who supported the Union could not work for the Hospital.

WE WILL NOT deny work opportunities to employees because they supported the Union or any other labor organization

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL make Gregory Ostrowski whole for any loss of earnings as a result of the discrimination against him, plus interest.

BOULDER CITY HOSPITAL, INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

2600 North Central Avenue, Suite 1800

Phoenix, Arizona 85004-3099

Hours: 8:15 a.m. to 4:45 p.m.

602-640-2160.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 602-640-2146.